

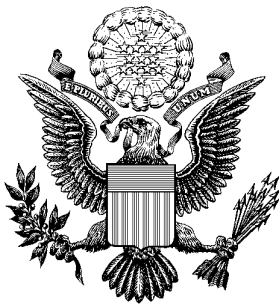
COMBINED SYNOPSIS & SOLICITATION



United States Embassy Kyiv, Ukraine
Supply and Delivery of Tablets and Accessories

SOLICITATION NO. 19GE5020Q0050

Issued by:
American Consulate General
Regional Procurement Support Office
Giessener Strasse 30
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Germany



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August 18, 2020

Combined Synopsis and Solicitation
Solicitation Number 19GE5020Q0050

The American Consulate General Frankfurt hereby provides the following Combined Synopsis and Solicitation for:

Supply and delivery of **Tablets and Accessories** for the U.S. Embassy Kyiv, Ukraine on behalf of the Bureau of International Narcotics and Law Enforcement Affairs (INL). All interested sellers shall review the attached pages of this solicitation and offer equipment in accordance with the specification provided in this document.

One or more of the items under this acquisition is subject to the World Trade Organization Government Procurement Agreement and Free Trade Agreements.

The evaluation of offers will be based on the Lowest-Priced, Technically Acceptable (LPTA) approach. It is the offeror's responsibility to prove that the equipment it is offering meets the requested specifications.

Synopsis:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is 19GE5020Q0050 and is issued as a Request for Quotations (RFQ), unless otherwise indicated herein.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2020-08, effective August 13, 2020.

Contract Type:

The Government intends to award a single, firm fixed-price contract to the responsible offeror whose offer is evaluated as the lowest-priced and technically acceptable. The total price shall include all labor, equipment, delivery charges, materials, overhead, profit, insurance, warranty, customs clearance, and all other expenses necessary to deliver the required supplies. No additional sums will be payable on account of any escalations in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in currency exchange rates.

Term of Contract:

This ensuing contract shall be effective from the date of the Contracting Officer's signature and shall remain valid until all items are received and accepted by the Government.

Compliance with Specifications:

Offerors shall also provide with their offer, at a minimum, existing product literature substantiating the acceptability of their offered product in accordance with this solicitation's specifications provided in the solicitation. Failure to provide this information will result in a 'non-responsive' offer and removal from award consideration.

Descriptive Literature Required:

Definition: (a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the *technical acceptability* of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment. (b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers. (c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered. (d) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected. It is the offeror's responsibility to prove that their proposed solution meets the requested specifications, subject to any limitations elsewhere in this solicitation.

Other Specific Requirements:

- If applicable, the Contractor shall comply with all import requirements mandated by the Government of Ukraine. Further, the Contractor shall provide all the necessary documentation required at destination for importation of the proposed items.
- The Contractor shall obtain all necessary export licenses regardless of shipping method. The end user is the Patrol Police Academy of Ukraine. The Contractor shall state in its export license request that this is a U.S. government funded contract.
- The Contractor shall provide a letter of guarantee certifying that the vendor is not subject to sanctions pursuant to the effective laws of Ukraine.
- All manuals and literature shall be in the English language.

Basis of Price:

The price of all items shall include their transportation f.o.b. destination to the designated delivery point in accordance with FAR 52.247-34. **All or Nothing:** The Government is allowing complete offers for all items. Offers failing to meet this condition may be rejected.

Warranty:

The Contractor shall provide a copy of standard warranty information unless indicated otherwise. The warranty applies as of the date the items are received and accepted at the delivery location. The price for warranty shall be included in the price for each item.

Delivery:

Delivery shall be made F.O.B. destination as soon as possible but not later than forty (40) days from the date of contract award.

Partial delivery is acceptable: Minimum 250 units per delivery and complete the order within forty (40) days of contract award.

Delivery shall be made to the following address:

PATROL POLICE ACADEMY
ATTN: **(to be advised on award)*
9 NARODNOHO OPOLCHENNIA STREET,
KYIV, UKRAINE

Marking and Submission of Documents:

The cargo must be clearly marked with the requisition and purchase order number (*to be advised on award*). If applicable, the Contractor shall provide delivery information or certificates of origin and shipping documents for the required goods being imported to the Point of Contact (POC) (*to be advised on award*) in advance of delivery.

Coordination:

The Contractor shall coordinate the delivery of the items with the following Points of Contact (POC): (*to be advised on award*).

Condition of Delivered Equipment:

Only new supplies are authorized; no grey market or refurbished products. All items must be in original packaging, never used, and not altered in any way.

APPLICABLE CLAUSES AND PROVISIONS

The full text of the referenced FAR and DOSAR clauses may be accessed electronically at <https://www.acquisition.gov/content/regulations>.

The selected Offeror must comply with the following commercial item terms and conditions, which are incorporated herein by reference: FAR 52.212-1, Instructions to Offerors - Commercial Items applies to this acquisition; FAR 52.212-2, Evaluation – Commercial Items; FAR 52.212-3, Offeror Representations and Certifications - Commercial Items and FAR 52.204-24 – Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment to be completed with other certifications and submitted with the offer; FAR 52.212-4, Contract Terms and Conditions - Commercial Items, 52.203-18; 52.204-13; 52.204-16; 52.204-18; 52.247-34; DOSARS 652.232-70; 652.242-73; 652.243-70; 652.247-70; 652.247-71.

Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Deviation 2017-02)

The whistleblower protection of 41 U.S.C 4712 has been removed from paragraph (r) of FAR clause 52.212-4. The following revised paragraph applies:

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(End of Clause)

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items - the applicable clauses under paragraph (b) are: 52.204-10; 52.209-6; 52.222-19; 52.222-50; 52.223-18; 52.225-5; 52.225-13; 52.232-33 [U.S Based Company: 52.222-21; 52.222-26; 52.222-36].

Addendum to FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-commercial Items (Deviation 2017-02)(June 2017).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 u.s.c. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014)(41 U.S.C. 4712) relating to whistleblower protections).

The following clauses and provision(s) are provided in full text:

Addendum to FAR 52.212-2 Evaluation – Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror (as determined within the meaning of FAR Part 9, paragraph 9.104), whose offer conforms to the solicitation and is determined to be the most advantageous solution to the Government, price and other factors considered. Evaluation will be based on offeror's submission and the provision at FAR 52.212-2, as provided in this solicitation.

The Government reserves the right to award without any discussions. The following factors shall be used to evaluate offers:

(a) The following factors shall be used to evaluate offers:

(i) Price

The price will be evaluated by the lowest aggregate sum of the items including any delivery charges, custom clearance, handling charge, VAT (if applicable) etc.

(ii) Technical Capability/Acceptability

Technical capability is equal to price.

(b) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

52.225-17 Evaluation of Foreign Currency Offers (Feb 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using <http://ice.cgfs.state.sbu> in effect as follows:

- (1) On the date specified for receipt of offers if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

(End of provision)

FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows)

by obtaining written and dated acknowledgment of receipt from **Eric N Moore** (MooreEN@state.gov).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

DOSAR 652.206-70 Advocate for Competition/Ombudsman (Feb 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

For all others, the Department of State Advocate for Competition at cat@state.gov.

The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Sharon D. James, at (571) 451 4912. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

Addendum to FAR 52.212-1 Instruction to Offerors – Commercial Items (Jun 2020)

Pursuant to FAR 12.302(d), the provision at FAR 52.212-1, Instruction to Offerors – Commercial Items (Oct 2018) is augmented as follows:

- 1) Preparation of Offers - Offerors shall prepare and submit its offer in two (2) volumes as set forth below.

VOLUME I:

1. PRICING

- (i) The offeror shall complete the table below:

CLIN	Description	Place of Manufacture (Representation & Certification)	Unit	Quantity	Unit Price	Extended Cost
0001	PC Tablet		Each	840		
0002	Tablet Cover (to fit CLIN 0001)		Each	840		
0003	Protective Glass Screen (to fit CLIN 0001)		Each	840		
0004	Value Added Tax (if applicable)	N/A	Lot	1		
0005	Shipping Charges, F.O.B. Destination Kyiv, Ukraine	N/A	Lot	1		
GRAND TOTAL – CLINs 0001 to 0005:						

CURRENCY*: _____

***Special condition relating to currency: Payment must be made in the quoted currency. Offeror must verify that laws and regulations of the country of its incorporation authorize payment in the quoted currency.**

(ii) **52.212-3 Offeror Representations and Certifications - Commercial Items (June 2020)**

Offeror Representations and Certifications - Commercial Items - the selected offeror must submit a completed copy of the listed representations and certifications. A completed copy of these provisions **MUST** be included on the System for Award Management (SAM) web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

VOLUME II:

1. TECHNICAL CAPABILITY

The proposed supply shall meet all of the minimum technical specifications and the delivery terms contained herein. In addition, the offeror shall provide:

- (A) Descriptive Literature.
- (B) A delivery confirmation providing delivery within forty (40) calendar days of award to the Bureau of International Narcotics and Law Enforcement Affairs, Kyiv, Ukraine.
- (C) Warranty provisions: Standard warranty is implied and shall be included in the contract price.
- (D) Technical Compliance Matrix:

REQUIRED SPECIFICATIONS:	- OFFERED SPECIFICATIONS (TO BE COMPLETED BY OFFEROR) -
CLIN 0001: PC Tablet <ul style="list-style-type: none">• Battery Capacity: from 4600 to 6150 mAh• Screen size: from 8 to 10" (inches)• Minimum Resolution: 1920x1200 visible pixels• Processor: from 1.6 to 1.8 GHz• Minimum RAM: 2GB• Minimum built-in Storage: from 16GB with microSD expansion• OS: minimum Android 6.0 or newer	

REQUIRED SPECIFICATIONS:	<i>- OFFERED SPECIFICATIONS (TO BE COMPLETED BY OFFEROR) -</i>
<ul style="list-style-type: none"> • Connectivity: Wi-Fi, GPS, USB, headphones 3.5mm • Standards manufacturer warranty of at least 12 months 	
CLIN 0002: Tablet Cover <ul style="list-style-type: none"> • Color: Black or Dark Blue • Material: Faux leather • Magnet lock • Type: “Book” • Should fit an 8-10” tablet under CLIN001 • Standard manufacturer warrant included 	
CLIN 0003: Protective Glass Screen <ul style="list-style-type: none"> • Size: should fit CLIN001 • Thickness: 0.33mm • Material: Tempered glass • Transparent • Easy to apply • Standard manufacturer warrant included 	

SUBMISSION OF OFFERS:

The complete offer submission shall include:

- (1) Volume I - Price Offer and Representations and Certifications
- (2) Volume II - Technical Capability - Descriptive literature, a delivery confirmation, warranty provisions, and completed Technical Compliance Matrix.

Submission of Questions:

Interested parties may submit any questions concerning the solicitation as soon as possible but not later than **1100 hrs Central European Summer Time (CEST) on Thursday, September 15, 2020** via email to Patticha Gruenbeck at GruenbeckP@state.gov and

FrankfurtRPSO@state.gov. The email subject line must read “Solicitation 19GE5020Q0050”.
Late questions may not be considered.

Offer due date:

Offers shall be submitted as soon as possible but **not later than 1600 hrs Central European Sumer Time (CEST) on Monday, September 28, 2020** via email to Patticha Gruenbeck at GruenbeckP@state.gov and FrankfurtRPSO@state.gov. The email subject line must read “Solicitation 19GE5020Q0050”. The size shall not exceed 20MB.

Late submissions shall not be considered.

Applicable laws and regulations: Solicitation and award will be subject to laws and regulations of the United States of America.

{END OF SOLICITATION}